

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

PREPAID TELECOM, INC.

and

KENTUCKY ALLTEL, INC. as successor to VERIZON SOUTH, INC. (GTE OF THE SOUTH, INC.)

This Amendment No. 1 (the "Amendment") is made this 27th day of May 2005 (the "Amendment Effective Date"), by and between Prepaid Telecom, Inc. ("CLEC"), a Delaware corporation with its principal place of business at 3955 Pleasantdale Road, Atlanta, Georgia and Kentucky ALLTEL Inc., a Delaware corporation ("Alltel") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (CLEC and Alltel may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, CLEC and Alltel (as successor to Verizon South, Inc./GTE of the South, Inc.) are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated March 19, 2002 (the "Interconnection Agreement"); and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth by an FCC Order on August 20, 2004 in the above referenced dockets; and

WHEREAS, in light of these developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 4 of the Interconnection Agreement, wish to amend the Interconnection Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement.

Network Element Attachment is amended to include the following provisions:

- 3.7.1 DS1 Loop Caps. Alltel is not obligated to provide CLEC more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). CLEC will cease ordering DS1 unbundled loops with respect to a building once CLEC has already obtained ten (10) DS1 unbundled loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option it may accept the order and fulfill a request for DS1 unbundled loop(s) in excess of the DS1 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.
- 3.7.2 Alltel will provide written notice to CLEC in the event CLEC has more than ten (10) DS1 unbundled loops to any single building as of the effective date of this amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit

requests to disconnect or convert the unbundled loops exceeding the DS1 Cap to Special Access circuits. All unbundled loops converted to Special Access will be billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

- 3.11.1 DS3 Loop Caps. Alltel is not obligated to provide CLEC more than one (1) DS3 unbundled loop to any single building (the "DS3 Cap"). CLEC will cease ordering DS3 unbundled loops with respect to a building once CLEC has obtained one (1) DS3 unbundled loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option, it may accept the order, but fulfill the requested DS3 unbundled loop(s) in excess of the DS3 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges and the provisions of the applicable tariff will apply to CLEC for such DS3 loop(s) as of the date of provisioning.
- 3.11.2 Alltel will provide written notice to CLEC in the event CLEC has more than one (1) DS3 unbundled loop to any single building as of the effective date of this Amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit requests to disconnect or convert to Special Access the unbundled loops exceeding the DS3 Cap. All unbundled loops converted to Special Access will be billed applicable Special Access charges and be subject to the provisions of the Alltel Intrastate Special Access tariff.
- 11.1 Alltel shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such Alltel must provide UNE DS1 Dedicated Transport under this Amendment only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such route(s).
- 11.2 Alltel shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such Alltel must provide UNE DS3 Dedicated Transport under this Amendment only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are no longer available as UNEs under this Amendment. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such route(s).

Network Elements Attachment is amended to repeal and replace the following provision:

- 3.0 Subject to the conditions set forth in Section 1, Alltel shall allow CLEC access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below.

- 5.0 Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Alltel OSS to order and combine in a Line Splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in their Interconnection

Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration.

- 8.1 Access to unbundled Dark Fiber will be provided by Alltel, where existing facilities are available at the requested availability date, in the loop, sub-loop and dedicated transport portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Alltel's Dark Fiber offering.
- 8.1.3 Wire Center "Tiers" -- wire centers are classified into three "tiers," as follows:
 - (i) Tier 1 Wire Centers are those Alltel wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those Alltel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - (ii) Tier 2 Wire Centers are those Alltel wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - (iii) Tier 3 Wire Centers are those Alltel wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply Dark Fiber Dedicated Transport.

- 8.2.2 CLEC may access a Dark Fiber Dedicated Transport only at a pre-existing Alltel Accessible Terminal of such Dark Fiber Dedicated Transport, and CLEC may not access Dark Fiber Dedicated Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to CLEC unless such Dark Fiber Dedicated Transport already is terminated on a Alltel Accessible Terminal. Except where required by Applicable Law, Alltel will not introduce additional splice points or open existing splice points or cases to accommodate CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Alltel Wire Center, and not terminated to a fiber patch panel, are not available to CLEC.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Dedicated Transport will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.5 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Alltel will initiate a review of its cable records to determine whether Dark Fiber Dedicated Transport may be available between the locations and in the quantities specified. Alltel will respond within fifteen (15) Business Days from receipt of the CLEC's request, indicating whether Dark Fiber Dedicated Transport may be available based on the records search except that for voluminous requests or large, complex projects, Alltel reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Dedicated Transport.
- 8.2.6 CLEC shall order Dark Fiber Transport by sending to Alltel a separate ASR for each A to Z route.
- 8.2.7 Access to Dark Fiber Dedicated Transport that terminate in a Alltel premises must be accomplished via a collocation arrangement in that premises. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 Dark Fiber Dedicated Transport will be offered to CLEC in the condition that it is available in Alltel's network at the time that CLEC submits its request (i.e., "as is"). In addition, Alltel shall not be required to convert lit fiber to Dark Fiber Dedicated Transport for CLEC's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Dedicated Transport, and, therefore, will not be offered to CLEC as Dark Fiber Dedicated Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to CLEC as Dark Fiber Dedicated Transport.
- 8.2.11 CLEC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Dedicated Transport.
- 8.2.12 CLEC may not resell Dark Fiber Dedicated Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13. Except to the extent that Alltel is required by Applicable Law to provide Dark Fiber Dedicated Transport to CLEC for use for Special or Switched Exchange Access Services, CLEC shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.

8.2.14 In order to preserve the efficiency of its network, Alltel will limit CLEC to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport facilities in any given segment of Alltel's network. In addition, except as otherwise required by Applicable Law, Alltel may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.14.1 Revoke Dark Fiber Dedicated Transport leased to CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to CLEC; and

8.2.14.2 Revoke Dark Fiber Dedicated Transport leased to CLEC upon a showing to the Commission that CLEC underutilized fiber within any twelve (12) month period;

8.2.14.3 Alltel reserves and shall not waive, Alltel's right to claim before the Commission that Alltel should not have to fulfill a CLEC order Dark Fiber Dedicated Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than CLEC, or impair Alltel's ability to meet a legal obligation.

8.2.15 CLEC may not reserve Dark Fiber Dedicated Transport facilities.

8.2.16 CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the or Dark Fiber Dedicated Transport facility accommodate the requirements of CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Dedicated Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Dedicated Transport to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) CLEC's collocation arrangements with any proper optical cross connects or other equipment that CLEC needs to access Dark Fiber Dedicated Transport before it submits an order for such access. CLEC hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that CLEC places an order for the applicable dark fiber, and that it shall maintain the same going forward.

8.2.17 CLEC is responsible for trouble isolation before reporting trouble to Alltel. Alltel will restore continuity to Dark Fiber Dedicated Transport facilities that have been broken. Alltel will not repair a Dark Fiber Dedicated Transport facility that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Dedicated Transport facility have changed.

11.0 Unbundled Dedicated Transport

Wire Center "Tiers" -- wire centers are classified into three "tiers," as follows:

(i) Tier 1 Wire Centers are those Alltel wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those Alltel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(ii) Tier 2 Wire Centers are those Alltel wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iv) Tier 3 Wire Centers are those Alltel wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

Additional Services Attachment is amended to repeal and replace the following provision:

- 5.2 If a CLEC Customer is served by resold Alltel Telecommunications Service subject to any call blocking feature used by CLEC, to the extent reasonably feasible, Alltel will route Voice Information Services Traffic originating from such Service to the Voice Information Service platform. For such Voice Information Services Traffic, unless CLEC has entered into an arrangement with Alltel to bill and collect Voice Information Services provider charges from CLEC's Customers, CLEC shall pay to Alltel without discount the Voice Information Services provider charges. CLEC shall pay Alltel such charges in full regardless of whether or not it collects such charges from its own Customers.
- 8.1.6 CLEC Usage Information: For a Alltel Retail Telecommunications Service purchased by CLEC pursuant to the Resale Attachment, the usage information that Alltel would record if Alltel was furnishing such Alltel Retail Telecommunications Service to a Alltel end-user retail Customer.
- 10.1 This Section applies in connection with CLEC Customers served by Telecommunications Services provided by Alltel to CLEC for resale.
- 10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Alltel or CLEC who is served by a Alltel Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Alltel to CLEC, from CLEC to Alltel, or from CLEC to a LEC other than Alltel), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Alltel immediately prior to the change.

Network Elements Attachment is amended to remove the following provisions:

2.2, 2.8, 4.0, 4.1, 4.2, 4.3, 4.4, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.4.6, 4.4.7, 4.4.8, 4.5, 4.6, 4.7, 4.7.1, 4.7.2, 4.8, 4.8.1, 4.8.1.1, 4.8.1.2, 4.8.1.3, 4.8.1.4, 4.8.2, 4.8.3, 4.8.4, 4.8.5, 4.8.6, 4.8.6.1, 4.8.6.2, 4.8.6.3, 4.8.6.4, 4.8.6.5, 4.8.6.6, 6.19, 8.1.1, 8.1.2, 8.2.1, 10.0, 10.1, 10.2, 10.2.1, 10.2.3, 10.3, 10.4

Appendix A is amended to remove the following unbundled network element:

UNE Platform Non-Recurring Charges
Unbundled Port Non Recurring Charges
Unbundled Dark Fiber loop/subloop
Line Sharing
Switching
UNE-Pricing
Shared Transport

Table of Contents is amended to remove the following elements:

Line Sharing
Unbundled Switching

Glossary is amended to remove the following provisions:

2.6.8

2. Miscellaneous Provisions.

- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

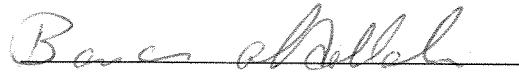
Kentucky ALLTEL, Inc.

PREPAID TELECOM, INC.

By:



By:



Printed: Michael D. Rhoda

Printed: BASSAM ABDALLAH

Title: Vice President – Business Development

Title: Director of Operations

Date: 06/01/05